



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **EMS Management and Consultants, Inc.**, a North Carolina corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes August 1, 2025, ("Effective Date").

WHEREAS, County, through the Los Alamos Fire Department ("LAFD") provides Emergency Management Services ("EMS") and billable medical transportation services and wishes to retain Contractor to provide medical billing, collection and related services as set forth in this Agreement; and

WHEREAS, Section 31-3(b)(4) of the County Code of Ordinances allows for procurement of goods, services, or construction items under existing contracts that are with a person that has a current contract, that was subject to competitive solicitation, with another government or agency thereof; and

WHEREAS, Contractor was awarded a Master Price Agreement ("Price Agreement") with the Eagle County Health Service District, dba Eagle County Paramedic Services on April 1, 2024, as a result of Request for Bids No. 2024-01 for Billing and Dispatch Software, Services and Solutions; and

WHEREAS, County requested a quote from Contractor for medical billing, collection and related services as provided for in the Price Agreement and Contractor provided a quote to County that complies with the pricing terms of the Price Agreement; and

WHEREAS, the County Council approved this Agreement at a public meeting held on June 24, 2025, and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1) Engagement.

- a) During the term of this Agreement, Contractor shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to County (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include, but are not limited to: (1) preparing and submitting initial and secondary claims and bills for County to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as Contractor, in its sole discretion deems appropriate); (3) issuing up to three (3) patient

statements for all unpaid balances; and (4) referring accounts which have not been collected during Contractor's normal billing cycle to an outside collection agency if so directed by County.

- b) In accordance with Exhibit A – Compensation Rate Schedule, attached hereto and made a part hereof for all purposes, Contractor shall electronically interface with the County's EMS electronic patient care reporting ("ePCR") software, which as of the Effective Date of this Agreement, is provided by ESO Solutions, and shall be responsible for data transfer processes between ESO Solutions ("Software") and Contractor's billing system. County reserves the right to change its ePCR software provider at anytime throughout the term of this Agreement and shall notify Contractor as soon as reasonably possible of any change in County's ePCR software provider. Parties agree to work together in good faith to ensure Contractor can electronically interface with any new ePCR provider and to amend this Agreement to reflect County's new ePCR provider.
- c) Collectively, the RCM Services, the Software and any other services that Contractor provides to County shall be referred to as the "Services".

2) Contractor Responsibilities.

- a) Contractor shall provide all supplies, equipment, personnel, computer hardware and software, billing forms, insurance forms, lien forms, envelopes, postage, and supplies necessary to provide the Services, and such costs are included in the fee(s) as provided in Exhibit A.
- b) Contractor shall provide the RCM Services in material compliance with all applicable state and federal laws and regulations and Contractor shall ensure proper billing in accordance with the most current New Mexico Statewide Ambulance Tariff approved by the New Mexico Public Regulation Commission, as may be modified from time-to-time.
- c) Contractor shall reconcile payments and billing at the individual patient level.
- d) Contractor shall obtain from local receiving hospitals the hospital's data, via electronic submission and or transfer or by confidential facsimile. Such information may include hospital "facesheets." The exchanged information will ensure that Contractor has all required customer, patient, or responsible party billing and hospital service information to issue correct billing and invoices. Contractor shall collect the information and data necessary to develop and maintain the electronic data interfaces with the hospitals that are served by the County where so permitted or authorized by the hospital or receiving service facility. Where Contractor is unable to obtain the necessary information, Contractor shall contact the County EMS Chief or designee ("EMS Chief") to obtain the required or necessary information.
- e) As long as ESO Solutions is County's ePCR software provider, Contractor shall utilize ESO Solutions Medicare Physician's Certification Statement and Medical Necessity Form, or an equivalent ESO Solutions form, as may be amended from time to time, provided County confirms that the form contains all necessary information to establish medical necessity, includes the appropriate signatures, and is signed by properly credentialed personnel.
- f) Contractor shall submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by Contractor and supported by an Electronic Patient Care reporting ("ePCR") record that contains all necessary and accurate

information; (ii) has been reviewed and any identified issues sent to County for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by County in the ePCR; (iv) has been reviewed by County and deemed ready for billing; and (v) is not subject to a billing hold. Contractor shall not have any responsibility for any adverse impact to County that may result from any delay of County in completing claims.

- g) Within ten (10) business days of the last business day of the month, Contractor shall provide to County a month end report, which shall include an account analysis report, aging report, uncollectable accounts, proposed write-offs, payment plan status, and accounts receivables reconciliation report for the previous month. Deposit reports shall be provided daily. Contractor shall provide County with any commercially reasonable requested or necessary reports for County to determine Contractor's compliance with this Agreement and such requests shall not be unreasonably withheld, however, County shall provide Contractor with commercially reasonable time to compile and provide such reports. Report requests and report details shall only be provided to the designated EMS Chief or designee, as provided herein.
- h) Contractor shall submit or make available through its Portal, as described in Section A(4), an annual report at the end of each County fiscal year (i.e., July 1 – June 30). The annual report shall include, but not be limited to, a full accounting of the year's activities, including an average number of billing days and the average number of payment days by category. This shall include but not be limited to:
 - i) Private bills;
 - ii) Third party bills;
 - iii) Insurance bills on behalf of the patient;
 - iv) Medicare and Medicaid;
 - v) Advanced Life Support ("ALS") Basic Life Support ("BLS"), and non-billed;
 - vi) EMS forms processed, dry runs average bills, and total insurance runs per insurance type; and
 - vii) Collection data.
- i) During the term of this Agreement, Contractor shall maintain and provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by Contractor hereunder. Upon at least five (5) business days prior written notice, Contractor shall make such records accessible to County during Contractor's business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to County. Notwithstanding anything to the contrary herein, County acknowledges and agrees that Contractor is not a custodian of clinical records nor a clinical records repository. County is responsible for maintaining all clinical records in accordance with Section 3(d).
- j) Contractor shall notify County of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which County contracts or any law enforcement or

government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits Contractor from disclosing its inquiry to County.

- k) Contractor shall reasonably assist County in responding to Payer inquiries, requests related to reporting or aggregation of data, and any other requests for information which occur in the normal course of County's business and arise from Contractor's provision of the Services, provided that any such request and the County's response to any such request is not contrary to any applicable law or any term of this Agreement. If Contractor has grounds to believe that (i) County is excessively utilizing Contractor's assistance in responding to Payer Inquiries or meeting its reasonable reporting needs; or (ii) a Payer Inquiry or County request does not arise from the Services provided by Contractor, upon County's request, Contractor may provide a quote to provide additional services to respond to County's inquiries, and County may issue to Contractor a separate Purchase Order, in accordance with applicable County procurement laws, rules, regulations, policies and procedures to authorize the provision of such services. Any such Purchase Order issued by the County would be subject to the terms and conditions of this Agreement.
- l) Contractor is appointed as the agent of County under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. Contractor shall have no authority to pledge credit, contract, or otherwise act on behalf of County except as expressly set forth herein.
- m) As to all payments received from Medicare, Medicaid and other government funded programs, the Parties specifically acknowledge that Contractor shall only prepare claims for County and shall not negotiate checks payable or divert electronic fund transfers to County from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, shall be deposited directly into a bank account designated by County to receive such payments and as to such account only County, through its officers and directors, shall have access.
- n) Contractor shall have no responsibility to provide any of the following services:
 - i) Determining the accuracy or truthfulness of documentation and information provided by County;
 - ii) Providing services outside the Contractor billing system;
 - iii) Submitting any claim that Contractor believes to be inaccurate or fraudulent; or
 - iv) Providing any service not expressly required of Contractor by this Agreement.
 - v) Ensuring any refunds posted by Contractor are actually issued and paid to the patient, insurer, or other payer as appropriate.
- o) For County's service dates that occurred prior to the Effective Date, County agrees and understands that Contractor is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between County and Contractor, County is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to the Effective Date.

3) Contractor Collection of Outstanding Accounts.

- a) Contractor shall actively seek to collect account receivables on patient(s) or responsible party on all outstanding account balances. Contractor shall initially use forty-five (45) days

as the standard benchmark for outstanding and or unpaid claims, but the County may alter this time as necessary or required upon written notification to Contractor. Contractor shall first review, prepare and submit all unpaid claims to insurance or other reimbursing entity. Following the receipt, payment, denial, or partial payment from such entities, Contractor shall determine the remaining amount, if any, to be billed to the patient or responsible party. Contractor shall follow all local, state and federal laws, rules, or regulations covering such billing and collection actions. For accounts determined by Contractor to be an uncollectable account(s), Contractor shall provide in its monthly reports to County, details of the efforts taken to collect on the account and recommendations for further action(s).

- b) Contractor shall file any claim reviews and assist with the representation of the County in Medicare/Medicaid appeals up to and including cases before an Administrative Law Judge. Contractor shall notify the County Attorney's Office of any pending, proposed, or filed legal actions.
- c) Contractor shall post account receivable payments within twenty-four (24) business hours of receipt to the appropriate patient or responsible party account(s).
- d) Contractor shall send payments electronically to the County's designated bank(s).
- e) Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due shall be billed by Contractor to the patient. Contractor shall send up to three (3) patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay ("responsible party"). Once County has submitted all necessary information, Contractor shall bill all uninsured patients directly.
- f) Invoices for uninsured patients are mailed immediately as a request for insurance information. If the patient does not respond to the initial request and if an account is unpaid Contractor shall mail an invoice to the address on file at day thirty (30), sixty (60) and ninety (90). If a bill has not been paid within one hundred twenty (120) days, the patient and the County shall be notified of the delinquent amount. If a statement is returned to Contractor due to an incorrect address, with no forwarding address available, the patient and account shall be submitted to County
- g) Contractor shall report which accounts have been determined to be uncollectible to County. The criteria for uncollectible accounts will be approved by County.

4) Contractor Account Customer Service.

- a) Contractor shall provide a staff of customer service representatives who will provide the patient or the responsible party with their account information Monday through Friday, 6:00 a.m. to 6:00 p.m. Mountain Time, during the customer service hours above, excluding holidays recognized by Contractor. Patients or responsible parties are also to be provided access via the Contractor's online portal. Contractor shall use recognized industry measures to ensure no Confidential Information is provided to unauthorized parties or individuals while providing customer service.
- b) Contractor shall at minimum, during the term of this Agreement, provide a toll-free telephone number for patients, insurers, or responsible parties to obtain account services.

- c) Contractor shall also use direct telephone calls to the patient or responsible parties in an effort to collect outstanding or delinquent accounts. Contractor shall comply with all local, state, or federal laws, rules, or regulations related to debt collection including but not limited to the Fair Debt Collection Practices Act, the Red Flags Rule, and the Health Insurance Portability and Accountability Act ("HIPAA").
- d) Contractor shall implement a complaint process to attempt to resolve any patient or responsible party concerns. For matters that are unable to be resolved, or which cannot be resolved by Contractor, Contractor shall provide in its monthly report a summary of the issues and patient or responsible party account information.
- e) Contractor shall assign County one (1) account manager and one (1) primary office based contact for all questions, account services, and reporting needs, as required by County. County shall also designate sufficient staff for contract oversight and account accessibility. Contractor and County agree that it is jointly and individually their responsibility to ensure that all respective staff and persons with access to patient information comply with the Business Associate Agreement, as further described in Section A(8).

5) Contractor Web Portals.

- a) Contractor shall provide County and those individuals appointed by County ("Users") with access to Contractor Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals, attached hereto as Exhibit F and made a part hereof for all purposes. Contractor shall not restrict the number of Users appointed by County. If there is any conflict between Exhibit F or any terms and conditions Users are asked to agree to through a click-wrap agreement, and this Agreement, the terms and conditions of this Agreement shall govern. To be appointed as a User, an individual must be an employee of County or otherwise approved by County. County is responsible for all activity of Users and others accessing or using the Portals through or on behalf of County including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. County is also responsible for (i) identifying individuals who County determines should be Users; (ii) determining and notifying Contractor of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying Contractor to deactivate a User account whenever a User's employment, contract or affiliation with County is terminated or County otherwise desires to suspend or curtail a User's access to and use of the Portals. County agrees to follow best practices to ensure compliance with this provision.
- b) Upon County request, and at no additional cost to County, Contractor shall coordinate with County's Information Management division staff to configure Single Sign On to County's Azure Active Directory.
- c) County acknowledges that Contractor may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of County; or (iv) upon notice of suspension or termination of such User by County. County may suspend or terminate a User's access to the Portals at any time.

- d) At a minimum, the Portal shall be provided to County in accordance with industry standards and applicable County Technology standards, as further outlined in Exhibit D, attached hereto and made a part hereof for all purposes.
- e) All data that: (i) is owned by County; and (ii) uploaded into the Portal, remains owned by County.

6) Miscellaneous Billing Policies.

- a) County agrees not to collect or accept payment for services from any patient unless the service provided does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by County for these services must be reported to Contractor as provided in Section A(7)(j) hereof and shall be treated as net collections for purposes of Exhibit A hereof.
- b) Contractor reserves the right not to submit a claim for reimbursement on any patient in which the Patient Care Reports ("PCRs") or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements ("PCS") or any required crew or patient signatures, or otherwise contradictory medical information.
- c) In accordance with the Health and Human Services ("HHS") Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, Contractor is obligated to report misconduct to the government, if Contractor discovers credible evidence of County's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, Contractor has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement pursuant to Section U. and/or (c) report the misconduct to the appropriate authorities.

7) County Responsibilities.

- a) County shall provide Contractor with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as requested by Contractor.
- b) County shall provide Contractor with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment.
- c) County shall provide to Contractor in a timely manner PCRs that detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered.
- d) County's ambulance rate schedule and any policies, procedures, and standards of conduct related to ambulance billing shall comply with applicable laws, rules, and regulations. Contractor acknowledges and agrees that County's ambulance billing rates are determined by the most current New Mexico Statewide Ambulance Tariff, approved by the New Mexico Public Regulation Commission.
- e) County shall obtain authorization and signatures on all forms where such authorization and signatures are required, including consent to treat, assignment of benefits, release of information and claims.

- f) County shall obtain PCS forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.
 - g) County shall obtain or execute all forms or documentation required by Medicare, Medicaid, Civilian Health and Medical Program of the Uniformed Services ("CHAMPUS"), and any other payer or insurance carriers to allow Contractor to carry out its billing and other duties under this Agreement.
 - h) County shall make a good faith effort to ensure PCR's and any and all associated medical records, forms and certification statements provided to Contractor for the purpose of providing Services under this Agreement are true, accurate, and factual. County acknowledges that Contractor is not the agent of County for storage of source documentation.
 - i) To the extent allowable by law, County shall provide Contractor with a copy of any existing County billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document necessary for Contractor to perform Services under this agreement.
 - j) County shall report to Contractor within ten (10) business days of payments received directly by County and promptly notify Contractor of any cases requiring special handling or billing. County shall advise Contractor of any payer inquiries within ten (10) business days of receipt.
 - k) County agrees to provide Contractor with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service County's account.
 - l) County shall provide Contractor with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. County shall cooperate with Contractor and facilitate any training that Contractor wishes to provide.
- 8) **Health Insurance Portability and Accountability act ("HIPAA") Compliance.** The Parties agree to comply with the Business Associate Agreement, attached hereto and incorporated herein for all purposes as Exhibit E, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is the County's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to HIPAA. In the event this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the Parties shall take any reasonably necessary action to remedy such inconsistency, including but not limited to an amendment to this Agreement.

SECTION B. TERM: The term of this Agreement shall commence August 1, 2025, and shall continue through July 31, 2032, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

- 1) **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed FOUR HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$420,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A.

- 2) **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services originally estimated by County and specified in Section C(1) herein, unless approved by amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an amendment to this Agreement, which must be approved by the County Council. This provision shall not be construed to conflict with County's discretion to determine when Contractor's optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of reimbursable expenses and additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount, inclusive of reimbursable expenses and additional and optional services, is not a just and lawful debt payable to Contractor.
- 3) **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due for the previous calendar month, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:

- 1) This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.
- 2) County understands and accepts Contractor's representation that each of Contractor's employees constitute a valuable asset of Contractor. Accordingly, County agrees that during the term of this Agreement (the "Restricted Period"), County shall not, without Contractor's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from Contractor's employees with whom County had material contact during the term of this Agreement, in any position where County would receive from such employees the same or similar services that Contractor performed for County during the term of this Agreement. County also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of Contractor to terminate his or her employment with Contractor.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- 1) **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- 2) **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION M. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY, DISCLAIMERS, LIMITATIONS OF LIABILITY, AND DISPUTE RESOLUTION:

1) Indemnity. Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

2) Disclaimers, Limitations of Liability, and Dispute Resolution.

- a) County acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were Contractor to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.
- b) Contractor and County acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. Contractor shall, in the event of a billing error, correct the error by making appropriate changes to the information in its system, post a refund if appropriate, and re-bill the underlying claim if permissible. This is not Contractor's sole obligation in the event of a billing error.
- c) A "Claim" is defined as any claim or other matter in dispute between Contractor and County that arises from or relates in any way to this Agreement or to the Services, hardware, software, or data provided by Contractor hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.
- d) To the fullest extent allowed by law, the liability of Contractor to County regarding any and all Claims shall not exceed, the insurance amounts set forth in Section I. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by Contractor in any amount or as a waiver or compromise of any other defense that may be available to Contractor regarding any Claim.
- e) In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the party failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the **County Manager**.

SECTION S. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this

Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION T. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION U. TERMINATION:

- 1) **Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2) **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.
- 3) **Data and Records Upon Termination.** Subject to County's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, Contractor will make available to County or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to County, or its successor billing agent. Upon request, Contractor will provide to County trip data associated with the claims submitted by Contractor on behalf of County pursuant to this Agreement. Contractor shall retain financial and billing records not tendered or returned to County on termination hereof for at least ten (10) years following the date of service.
- 4) **Prior to Expiration Date.** At least ninety (90) days prior to the expiration date of this Agreement, Parties agree to meet and engage in good-faith discussions to resolve any details, conflicts, changes, needs, or considerations for either party that are not addressed sufficiently by the description of the process for the Wind Down Period set forth in Section U(5).
- 5) **Wind Down Period.** Following termination of this Agreement, for a period of one hundred eighty (180) days (the "Wind Down"), Contractor shall continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section C and Exhibit A. Parties may, upon mutual written agreement, extend the Wind Down period to three hundred sixty-five (365) days. County will continue to provide Contractor with copies of checks and payments on those accounts which were filed by Contractor under this Agreement. Contractor shall have no further responsibilities as to such accounts after the Wind Down; however, Contractor shall be entitled to compensation as provided in Section C for such amounts filed by Contractor, regardless of whether such amounts are collected by County during or after

the Wind Down period. Within two (2) weeks of the end of the Wind Down period, Contractor shall provide to County a report of all remaining uncollected account balances, which shall include, at a minimum, the run number, date of service, name on the account or account identifier, procedure code, and remaining balance. During the Wind Down and for up to twelve (12) months following termination of this Agreement, Contractor shall continue to make the Portals available to County, subject to the applicable Terms of Use, as further described in Section A(5).

- 6) **Survival Clause.** All provisions of this Agreement which by their nature are intended to survive any termination or expiration of this agreement, including but not limited to those stated here in Section U, shall survive such termination or expiration.

SECTION V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

EMS Chief
Incorporated County of Los Alamos
999 Central Avenue, 2nd Floor
Los Alamos, New Mexico 87544
E-mail: manuel.pacheco@lacnm.us

Contractor:

Chief Financial Officer
EMS Management and Consultants, Inc
2540 Empire Drive; Suite 100
Winston-Salem, NC 27103
E-Mail: Jay.Gyure@emsmc.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~attorney@lacnm.us

SECTION W. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Services described herein and expresses the entire agreement and understanding between the Parties with reference to said Services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent

of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit B. Contractor must submit this form with this Agreement, if applicable.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the Parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**EMS MANAGEMENT AND CONSULTANTS, INC., A
NORTH CAROLINA CORPORATION**

BY: _____
DATE

JAY GYURE
CHIEF FINANCIAL OFFICER

Exhibit A
Compensation Rate Schedule
AGR25-990

1) RCM Fee.

- a) **County shall pay a fee for the Services of Contractor hereunder, on a monthly basis, in an amount equal to 5.67% percent of "Net Collections" as defined below (the "RCM Fee").** Net Collections shall mean all cash and check amounts including electronic fund transfers ("EFTs") received by Contractor from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to County with or without the knowledge of Contractor that are paid, tendered, received or collected each month for County's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year.
- b) The RMC fee is an all-inclusive price. In addition to those Services described in Section A, all of the features below are also included in the RMC Fee:
 - i) Full Revenue Cycle Management Services
 - ii) Customizable Ad-Hoc Reporting
 - iii) Business Intelligence Portal/EMSight
 - iv) Crew Analytics
 - v) NAAC Certified PCR Documentation and Compliance Training for Crew Members and Staff
 - vi) Secure Lockbox Solution
 - vii) Patient Portal
 - viii) In-bound and Out-bound Patient Customer Service Solution
 - ix) PWW|Advisory Group Advisory Services
 - x) Delinquent Account Collections Services
- c) In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement, or a material change in the County's patient demographics, as provided by County, Contractor reserves the right to negotiate a fee change with County and amend this Agreement accordingly or terminate this Agreement.

2) ePCR Software Fee. County shall pay to Contractor any fees associated with the ePCR Software as set forth below (the "Software Fee").

- a) **ePCR Software.** As of the Effective Date of this Agreement, County is using the following ePCR Software: ESO Solutions, ("Vendor"). County may, at County's sole discretion, change its Vendor at any time for any reason throughout the term of this Agreement.
- b) **Software Fees.**
 - i) Contractor shall pay the Vendor for the Software fee for the full annual cost of the Software. County may, at County's sole discretion, at any time, amend this Agreement to reflect any changes to the Software fees charged by the Vendor, as may be agreed upon between County and Vendor, in which case, Contractor agrees to pay the Vendor for the amended full annual cost of the Software.
 - ii) Unless otherwise amended, as stated above, Contractor shall pay the Vendor the annual Software fee in an amount not to exceed **SIX THOUSAND SEVEN HUNDRED NINETEEN AND 00/100 DOLLARS (\$6,719.00)**, not including applicable NMGR

pursuant to Vendor's quote No. Q194938, attached hereto as Exhibit A – Attachment 1, and made a part hereof for all purposes.

- iii) Future increases in Software fees shall be borne by County unless Contractor specifically agrees to pay for such increase.
- iv) Unless otherwise mutually agreed upon by both Parties in writing, Contractor shall stop paying any Software fees upon the expiration or termination of this Agreement. County is responsible for ensuring that it has a copy of all data maintained in the Software prior to termination of this Agreement or paying for continued use of and access to the data maintained in the Software.
- c) County agrees to provide Contractor with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments.
- d) **No Contractor Warranty.** CONTRACTOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE ePCR SOFTWARE.
- e) **ESO Solutions Modules to Include:**
 - ESO EHR Suite = 1600 Incidents \$5,489.00
 - EHR Cardiac Monitor Integration = 1600 Incidents \$835.00
 - EHR Billing Interface = 1600 Incidents \$395.00

Exhibit A – Attachment 1
Quote No. Q-194938 from ESO Solutions
AGR25-990



Quote Date: 03/06/2025
Customer Name: Los Alamos County Fire
Department
Quote #: Q-194938
Quote Expiration date: 06/04/2025
ESO Account Manager: Chase Clabaugh

CUSTOMER CONTACT

Customer Los Alamos County Fire
Department
Name Ana Martinez
Email ana.martinez@lscnm.us
Phone (505) 7098146

BILLING CONTACT

Payor Los Alamos County Fire
Department
Name Christopher Bartlett
Address 195 East Road, Suite 101
Los Alamos NM, 87544
Email christopher.bartlett@lscn
m.us
Billing Frequency Annual
Phone 505.709.5042
Initial Term 12 months

EHR			
Product	Volume	Total	Fee Type
ESO EHR	1600 Incidents	\$5,489.00	Recurring
EHR Cardiac Monitor Integration	1600 Incidents	\$835.00	Recurring
EHR Billing Interface	1600 Incidents	\$395.00	Recurring
		Total Recurring Fees	\$ 6,719.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 6,719.00

Exhibit B
Campaign Contribution Disclosure Form
AGR25-990

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:

- (a) a prospective contractor, if the prospective contractor is a natural person; or
- (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a ☐ member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit D
County Technology Standards
AGR25-990

Contractor's Portal, throughout the Term of this Agreement, shall comply with the applicable County Technology Standards, as described herein.

	STANDARD REQUIREMENT	YES	NO	N/A
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.			N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Hosted - EMS MC will be providing the services of medical billing and collections.			
Server Hardware (On-Premise)	<p>Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred.</p> <p>Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.</p>			N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Hosted - EMS MC will be providing the services of medical billing and collections.			
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).			N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Hosted - EMS MC will be providing the services of medical billing and collections.			
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the			N/A

	project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Hosted - EMS MC will be providing the services of medical billing and collections.			
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.			N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Hosted - EMS MC will be providing the services of medical billing and collections.			
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges; user cannot install software and shall not have administrative rights.	Yes		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	EMS MC employee's roles are based on their job titles and responsibilities and follow a regularly reviewed and audited RBAC (role-based user access) policy. Permissions utilize the principle of least privilege. Contractors that work for or are managed by EMS MC also follow all of the RBAC controls we have in place for employees.			
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Azure Virtual Desktop (AVD) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS), Google Cloud Platform or Oracle Cloud Infrastructure (OCI)	Yes		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Hosted - EMS MC will be providing the services of medical billing and collections. County's users can access our solution via a modern web browser.			
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 & 11 at current Service Pack (SP).	Yes		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	While EMS MC users use mac OS, Windows 10 or Windows 11, county's employees may access out solution via a modern web browser.			
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New	Yes		

	web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	EMS MC only requires a modern browser including Chrome and Edge to access our solution.			
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2019 and above. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor. <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>			N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Hosted - EMS MC will be providing the services of medical billing and collections.			
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.	Yes		

Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	EMS MC only requires clients to have a modern browser to utilize our client portal. EMS MC uses HTTPS and SFTP communication protocols.			
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.			N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	EMS MC only requires clients to have a modern browser to utilize our client portal. EMS MC's solution does not require access to county's intranet.			
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.	Yes		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	EMS MC also uses Microsoft M365 office suite at its most recent version and service pack.			
Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.			N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	EMS MC does not need access to county's SMTP relay nor email for sending emails.			
Geographic Information Standards (GIS) (On-Premise & Hosted)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web			N/A

	applications must be hosted in either ArcGIS Online or ArcGIS Portal.			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	The solution offered does not require this type of integration.			
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.			N/A
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	The solution does not need intranet access nor does it require mobile access.			
Security & SSL (On-Premise & Hosted)	<p>Intranet devices must be capable with multi-factor authentication (MFA) using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.</p> <p>SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection of both internal and external facing web applications.</p> <p>Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).</p>	Yes		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	EMS MC's solution utilizes Transport Layer Security(TLS) encryption for their web applications.			
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310	Yes		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Yes, EMS MC will process data provided by the County using our methods. However upon request of records, EMS MC will provide the County copies of its records in a format compatible with the Los Alamos County Records and Information Governance Policy #0310.			
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.	Yes		

Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Yes, EMS MC operates in line with the "Los Alamos County E-signature Policy #1220"			
Hosted/Cloud Based Services	<ul style="list-style-type: none"> Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection. Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored. Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format. 	Yes		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	EMS MC's solution utilizes Transport Layer Security(TLS) encryption for their web applications. EMS MC will not store any LANL critical infrastructure data.			

Exhibit E
Business Associate Agreement
AGR25-990

This Agreement ("Agreement") is made and entered into on this **1st day of August 2025**, by and between EMS Management and Consultants, Inc ("Business Associate"), and the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("Covered Entity").

WHEREAS, Business Associate acknowledges that Covered Entity has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder; and

WHEREAS, Business Associate and Covered Entity are parties to an agreement (the "Service Agreement"), pursuant to which the fulfillment of the Parties' obligations thereunder necessitates the exchange of, or access to, data including individual identifiable health information.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the meanings set forth below.

- 1.1 "HHS" shall mean the U.S. Department of Health and Human Services.
- 1.2 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.3 "Individual" means the subject of protected health information or, if deceased, his or her personal representative.
- 1.4 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party.")
- 1.5 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- 1.6 "PHI" shall have the same meaning as the term "protected health information" found in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.7 "Required by law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.8 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:
- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
 - (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
 - (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof;
 - (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
 - (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
 - (g) to make, enact, and maintain internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule;
 - (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an

accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(i) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI;
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction; and
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under the Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, and (D) "except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its members, directors, officers, agents, representatives, or employees that Business Associate has not been excluded or has not been served a notice of exclusion or has not been served with a notice of proposed exclusion, or has not committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, and has not been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business

Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;
- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities; and
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4 EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI:

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS

Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.

- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data and agrees to indemnify Covered Entity for any damages, costs, expenses or liabilities, including legal fees and costs, arising from or related to a breach of the Business Associate's obligations hereunder.
- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up devices shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate

furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.

- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require, to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity specific business requirements.

4.4 Confidential and Proprietary Information.

Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

ARTICLE 5 MISCELLANEOUS

5.1 Term and Termination.

- (a) **Term.** The Term of this Agreement shall be effective as of the date first written above, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause.** Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; and (ii) report the violation to the Secretary.
- (c) **Effect of Termination.**

(i) Except as provided in paragraph 5.1(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.2 Disputes.

In any lawsuit or legal dispute arising from the operation of this Agreement, Business Associate agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

5.3 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.2, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.4 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.5 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this agreement shall be in writing and signed by both parties.

5.6 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.4, and 5.1(c) of this Agreement shall survive the termination of this Agreement.

5.7 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year below written.

Business Associate:

Covered Entity:

INCORPORATED COUNTY OF LOS ALAMOS

By: _____ **By:** _____
DATE ANNE W. LAURENT DATE
COUNTY MANAGER

Exhibit F
Portal Terms of Use
AGR25-990

Last Updated August 18, 2023

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Account means a unique account created for You to access our Service or parts of our Service.

Company (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to EMS Management and Consultants Inc., PO Box 863, Lewisville, NC 27023.

Country refers to: North Carolina, United States.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

Service refers to the Website.

Subscriptions refer to the services or access to the Service offered on a subscription basis by the Company to You.

Terms and Conditions (also referred as “Terms”) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to our public website, accessible from <https://emsmc.com/>, Education Portal, accessible from <https://education.emsbilling.com/>, Client Reporting Portal, accessible from <https://emsight.emsbilling.com/>, and Patient Payment Portal, accessible from <https://emsecurepay.emsbilling.com/>

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Payment Plans and Membership Subscriptions**Subscription period**

The Service or some parts of the Service offers paid payment and membership subscription plans. You will be billed on a recurring and periodic basis (such as weekly or monthly), depending on the type of payment plan frequency you select when creating the plan.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third- Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

“AS IS” and “AS AVAILABLE” Disclaimer

The Service is provided to You “AS IS” and “AS AVAILABLE” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company’s provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a “Commercial Item” as that term is

defined at 48 C.F.R. Â§2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party’s ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have questions about this Privacy Policy, please contact EMS|MC via e-mail at: HIPAAcompliance@emsbilling.com with “TERMS OF USE” in the subject line or write to us at: EMS|MC, PO Box 863, Lewisville, NC 27023 Attn: Compliance Department.